

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation,

Plaintiff,

v.

KELLY FITZPATRICK, an individual;  
SABRINA KELLY-KREJCI, an individual;  
KANG WANG, an unknown entity, d/b/a  
SEVENSTAR;  
PUTIAN WEISEN TRADING CO., LTD, an  
unknown entity, d/b/a LWENSTORE; JOSE A.  
PAGAN, an individual, d/b/a GAM SPORTS;  
YAN RUIQUN, an individual, d/b/a  
KALOSUHA; JESSE A. FASNACHT, an  
individual, d/b/a BRADYYER; BRADY  
MICHAEL ABBOTT, an individual;  
ZHUXIUBING, an unknown entity, d/b/a  
GOGO TRENDY; CHENMAOQING, an  
unknown entity, d/b/a MYERH STORE;  
QUANFUWOWANGLUOKEJI (SHENZHEN)  
YOUXIANGONGSI, an unknown entity, d/b/a  
KEABIE; JINJIANGSHI OUSAIER TRADE  
CO., LTD, an unknown entity, d/b/a WINJOY  
MALL;  
JINANSHITIANQIAOQUNATAISHANGMA  
OYOUXIANGONGSI, an unknown entity,  
d/b/a BIIKII;  
HANDANSHIHANSHANQUZUOCHANGM  
AOYIYOUXIANGONGSI, an unknown entity,  
d/b/a GBEEGBEE,

Defendants.

No. 2-20-cv-01662-RSM

CONSENT DECREE

**CONSENT DECREE**

Pursuant to a confidential settlement agreement reached in this matter (the “Settlement Agreement”), Plaintiff Amazon.com, Inc. (“Amazon”) and Defendant Kelly Fitzpatrick (“Fitzpatrick”) have jointly requested entry of this Consent Decree. Finding that it is in the interest of justice to do so, the Court grants the motion and hereby ORDERS as follows:

1. Plaintiff Amazon.com, Inc. (“Amazon”) asserts that Defendant Fitzpatrick advertised, promoted, and facilitated the sale of counterfeit luxury goods in Amazon’s store, in violation of Amazon’s policies and the law. Amazon further asserts that the actions of Fitzpatrick constitute false advertising under the Lanham Act and violate the Washington Consumer Protection Act.

2. Without admitting to any of the assertions in the Complaint, Fitzpatrick has agreed, as part of the Settlement Agreement, to the entry of a Consent Decree whereby Fitzpatrick is enjoined from directly or indirectly, or through any other party, marketing, advertising, linking to, promoting, or selling any products of any kind on any Amazon website in the future, without express written authorization from the Amazon Legal Department.

3. Accordingly, the Court ORDERS that Fitzpatrick, her agents, representatives, successors, and assigns, are permanently enjoined and restrained from directly or indirectly, or through any other party, marketing, advertising, linking to, promoting, or selling any products of any kind on any Amazon website in the future, without express written authorization from the Amazon Legal Department.

4. All claims against Fitzpatrick are dismissed with prejudice. Notwithstanding the dismissal of this action against Fitzpatrick, the parties further agree that this Court shall retain exclusive personal and subject matter jurisdiction to enforce the terms of this Consent Decree and the Settlement Agreement entered into in connection herewith.

5. Each party shall bear its attorney fees and costs incurred in connection with this matter.

1           **IT IS SO ORDERED.**

2           DATED: \_\_\_\_\_, 2021

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6           The Honorable Ricardo S. Martinez  
7           United States District Judge  
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1 Presented by:

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Kelly Fitzpatrick

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